

# **Exhibit “A”**

**INTERGOVERNMENTAL AGREEMENT**  
**FOR THE SALE OF USED EQUIPMENT**

**THIS AGREEMENT (“Agreement”)**, is hereby entered on this \_\_\_\_\_ day of October 2023 between the **BOROUGH OF WOODLAND PARK**, a New Jersey Municipal Entity, (hereinafter referred to as “WOODLAND PARK” or the “Seller”), which has official business offices located at 5 Brophy Lane, Woodland Park, New Jersey, County of Passaic, State of New Jersey, and **TOWNSHIP OF WEST ORANGE**, a New Jersey Municipal Entity (hereinafter referred to as “WEST ORANGE” or the “Buyer”), which has offices located at 66 Main Street, West Orange, New Jersey, County of Essex, State of New Jersey, wherein both municipalities were created by and will operate, pursuant to N.J.S.A. 59:1-1, et seq.

**USED EQUIPMENT:** The Seller (WOODLAND PARK) agrees to sell and the Buyer (WEST ORANGE) agree to buy the used equipment/vehicle/apparatus outlined herein, for the purchase price of **fifteen thousand dollars (\$15,000.00)**

**DESCRIPTION:** The used equipment/vehicle/apparatus in question is:

- a) 2001 Pierce Lance Vehicle/Job No.: 12358-01;
- b) VIN: 4P1CT02S41A001562;
- c) Engine hours: 3200.7; and
- d) Pump engine hours: 451-9.

**TERMS OF PAYMENT:** Payment of the above stated purchase price must be made in full, within ten (10) days, after the execution of this Agreement, for the used equipment/vehicle/apparatus being purchased by the Buyer. The said payment must be made before the said used equipment/vehicle/apparatus is removed from the Seller’s possession and turned over to the Buyer.

**DELIVERY:** The said used equipment/vehicle/apparatus shall be picked up by the Buyer at the Seller’s designated location and the cost for preparation and loading of the said used equipment/vehicle/apparatus will be at the sole expense of the Buyer. In addition, the Buyer must give the Seller’s representative five (5) days prior written notice before picking up the said

used equipment/vehicle/apparatus. In addition, at the time of the transfer of the used equipment/vehicle/apparatus, the Seller will provide the Buyer with the applicable Bill of Sale.

**TITLE AND RISK OF LOSS:** The title to and risk of loss or damage to the used equipment/vehicle/apparatus purchased by the Buyer will pass to the Buyer upon Seller's delivery to the Buyer, and the Seller does not make any representations or warranties regarding the subject of this sale.

**INSURANCE:** In the event that the Buyer intends to remove the used equipment/vehicle/apparatus by driving it away from the Seller's designated area, the Seller must provide proof of insurance to be operated on the roadways in the State of New Jersey, before the keys and ownership documents to the used equipment/vehicle/apparatus are tendered.

**CONDITION:** This sale is termed "AS IS", and the Buyer had the opportunity to inspect the said used equipment/vehicle/apparatus prior to entering into this Agreement and has agreed to the purchase after performing an inspection. As such, there are no warranties, representations, guarantees or the like when the Buyer takes possession of the said used equipment/vehicle/apparatus from the Seller, and the Buyer is responsible for any and all repairs that are required – when the item is received.

**INDEMNIFICATION:** WEST ORANGE agrees to indemnify and hold WOODLAND PARK harmless from any claims, damages, losses or liabilities related to West Orange's use of the used equipment/vehicle/apparatus that may occur – after WEST ORANGE takes possession of the said item.

**GOVERNING LAW:** This Agreement shall be governed by the rules, regulations and the laws of the State of New Jersey.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the parties, with respect to the subject matter, herein, and supersedes all prior negotiations,

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ements or understandings, written or oral, relating to this transaction.

**AMENDMENTS:** Any amendments or modifications to this Agreement shall be valid only in writing and signed by the parties.

**WHEREAS,** the parties have bargained in good faith and at arm's length;

**NOW, THEREFORE,** based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

**IN WITNESS WHEREOF,** the parties have hereunto caused these presents to be signed by their proper official(s), the day and year first above written.

**ATTEST:**

**BOROUGH OF WOODLAND PARK**

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**DATE:**

**ATTEST:**

**TOWNSHIP OF WEST ORANGE**

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**DATE:**